

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5048-1595		PAGE 1 OF 16	
2. CONTRACT NO. W912DW-05-P-0195		3. AWARD/EFFECTIVE DATE 28-Apr-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0058	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN M VALENZUELA			b. TELEPHONE NUMBER (No Collect Calls) 206-764-6691		6. SOLICITATION ISSUE DATE 30-Mar-2005
9. ISSUED BY CODE W912DW  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329  TEL: 206-764-3772 FAX: 206-764-6817		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 611710 SIZE STANDARD:\$6.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO RESOURCE MANAGEMENT SEC.(LW) 3015 NORTHWEST 54TH ST SEATTLE WA 98107-4299		CODE G3R0WR0		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE SUSAN VALENZUELA PH:206-764-6691 FAX: 206-764-6817 SUSAN.M.VALENZUELA@US.ARMY.MIL SEATTLE WA			
17a.CONTRACTOR/OFFEROR CODE 348E5  KIRBY STEPHENS DESIGN, INC. KIRBY STEPHENS 219 E. MT. VERNON STREET SOMERSET KY 42501-1412  TEL.(606) 679-5634		FACILITY CODE 348E5		18a. PAYMENT WILL BE MADE BY CODE W66KQZ  US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$33,460.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		25-May-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  ELAINE M EBERT / CONTRACTING OFFICER  TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

PAGE 2 OF 16

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

## Section SF 1449 - CONTINUATION SHEET

NOTES

Completion Date: No Later Than: 27 September 2005.

Corps of Engineers Point of Contact at Lake Washington Ship Canal (Hiram M. Chittenden Locks):  
Dru E. Butterfield, Contracting Officer's Representative (COR), Phone Number (206) 789-2622 X-210

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>  
At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

All invoices are to be submitted in accordance with the instructions above, or mailed to:

US ARMY CORPS OF ENGRS FINANCE CENTER  
CEFC-AO-P 901-874-8556  
5722 INTEGRITY DRIVE  
MILLINGTON TN 38054-5005

A copy of all invoices are to be mailed to:

RESOURCE MANAGEMENT SEC.(LW)  
ATTN: DRU BUTTERFIELD  
3015 NORTHWEST 54TH ST  
SEATTLE WA 98107-4299  
TEL: (206) 789-2622 X-210

CF: CONTRACTOR: [kirby@ksdweb.com](mailto:kirby@ksdweb.com)  
CENWS-OD-LW, Dru Butterfield  
CENWS-OD-LW, Connie Mackay  
FILE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Jumbo	\$33,460.00	\$33,460.00

DEVELOP LWSC BROCHURE

FFP

PROVIDE PROFESSIONAL NON-PERSONAL SERVICES TO DEVELOP LWSC BROCHURE IN ACCORDANCE WITH THE SCOPE OF WORK AS INCORPORATED HEREIN.

PARTIAL PAYMENTS AUTHORIZED BASED ON ESTABLISHED PRICES IN THE PRICING SCHEDULE.

#### SUPPLIES AND SERVICES AND PRICES/COSTS

Design interpretive brochure for public use at the Hiram M. Chittenden Locks, U.S. Army Corps of Engineers, located in Seattle, Washington. Note: All expenses not identified in this bid schedule are borne by the Contractor. Under no condition will the Government consider additional expenses not specified in the bid sheet.

ITEM	DESCRIPTION	Quantity	UNIT PRICE
0001AA	Brochure Text Provide draft text for review	1 LS	\$3,800.00
0001AB	Conceptual Development of Brochure Provide design layout of each area, incorporating text, graphics, charts, drawings, and photographs for review	1 LS	\$14,600.00
0001AC	Brochure Layout Provide final design layout for approval	1 LS	\$3,200.00
0001AD	Brochure Proof Provide design proof from printer contractor for final approval before printing	1 LS	\$1,160.0
0001AE	Printed Brochures Provide 30,000 printed brochures on recycled and recyclable paper, matte stock, or stock that will produce clear, sharp type and images on both sides of the paper without glare.	1 LS	\$10,600.00
0001AF	Electronic Format Provide electronic print ready/publisher ready final layout of brochure in original software format on	1 LS	\$100.00

three (3) compact discs  
(CD-RW), including graphics  
and fonts in separate directories

Total: \$33,360.00

PURCHASE REQUEST NUMBER: W68MD9-5048-1595

NET AMT \$33,460.00

ACRN AA Funded Amount \$33,460.00

FOB: Destination

#### ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 2520JD4LF7009400 NA 96453  
COST 000000000000  
CODE:  
AMOUNT: \$33,460.00

#### SOW

##### **SCOPE OF WORK**

The Contractor shall furnish all labor, supplies and equipment, and transportation to create a brochure that informs the visiting public about the Lake Washington Ship Canal, its history, purposes, benefits, and management. The Contractor shall research and write the text, provide appropriate photographs, graphics, and drawings, design the brochure, print and deliver the final product in strict accordance with the specifications contained in this solicitation, for the Hiram M. Chittenden Locks, Seattle, Washington. This does not preclude the Contractor from providing other information not specifically listed herein.

Deliverables as follows in accordance to the SCHEDULE OF WORK listed under DELIVERIES AND PERFORMANCE:

- a. **Draft text** for review by the Corps' interpretive team that meets the specifications, Goal, and Objectives of this solicitation.
- b. **Draft design layout**, incorporating text changes from previous review and all graphics / drawings / charts / photographs, for review by the Corps' interpretive team.
- c. **Final design layout**, with all incorporated changes, for approval by the Corps' interpretive team.
- d. **One (1) design proof** from the printer contractor for final approval before printing.
- e. **Three (3) compact discs** (read/write; CD-R/W), print ready / publisher ready in the original software it was created, of the final layout, with the final electronic format, graphics (graphics, photographs, drawings, charts), and fonts used for the text saved in separate directories.
- f. **30,000 printed brochures** on recycled and recyclable paper, matte stock, or stock that will produce clear, sharp type and images on both sides of the paper without glare.

- g. Return of all items** in original condition that were provided by the Government for the creation of this brochure.

#### **BROCHURE PURPOSE**

To provide information for public use at the Hiram M. Chittenden Locks that markets the following audiences:

- a. Destination Visitors.** Individuals, families and small groups coming for recreational purposes and/or to better understand the purpose and use of the facility.
- b. Organized Groups.** School classes, clubs and other groups with educational or tourism interests.
- c. Coincidental Audiences.** Visitors stopping by the visitor center, exploring the botanical garden, observing vessels in the locks and salmon in the fish ladder.

#### **BROCHURE CONTENT**

- a. Story Direction.** The Contractor shall present themes and story elements for the brochure based on the Guiding Principle, Goal, and Objectives below as developed by the interpretive team.
- b. Guiding Principle.** To enhance public understanding of the purposes and benefits of the Hiram M. Chittenden Locks to the local community and region, and to orientate the public during their visit.
- c. Goal.** To entice visitation, orientate visitors to the facility, and enhance understanding of the purposes and use of the Hiram M. Chittenden Locks.
- d. Objectives.** The brochure shall accomplish the following objectives and after reading, visitors will be able to:
  - 1. Understand the purposes of the Hiram M. Chittenden Locks.
  - 2. Learn about the various demands on the resource and how the Corps attempts to balance these demands, such as the Corps responding to the demands of commercial and pleasure boating, resource stewardship, the balancing of water discharge for fish mitigation, and flood control.
  - 3. Visualize the Lake Washington Ship Canal boundary.
  - 4. Understand how the Hiram M. Chittenden Locks benefits the community.
  - 5. Learn the history of the Hiram M. Chittenden Locks and its unique features (construction, architectural concept, and design).
  - 6. Recognize and identify the cooperative association operating on site.

#### **DESIGN CRITERIA**

Outside of the specifics mentioned under BROCHURE CONTENT and DESIGN CRITERIA – SPECIFICS TO BE INCORPORATED, the remaining criteria are intended only as guidelines and not to limit the Contractor's creativity in developing the brochure to meet the contract specifications.

**a. Specifics To Be Incorporated.**

- 1. U.S. Army Corps of Engineers Identity. The Corps of Engineers identity logo shall be clearly established in the brochure and in accordance with the Corps' *Graphic Standards Manual*, Engineer Pamphlet 310-1-6.

2. Brochure Identify. The title of the brochure shall be displayed within the top one-third (1/3) on the brochure cover.
3. Brochure Size. Total size of the brochure shall not exceed two (2) flat sheets measuring a total of 16 inches wide by 9 inches high when fully opened, and 4 inches wide by 9 inches high when completely folded. A centerfold will be at 8 inches, stapled to the second sheet. A second fold will be at 4 inches. The completed brochure will allow a total of sixteen (16) panels for information and graphics.
4. Design for Accessibility. The brochure shall be designed in accordance with the SUPPLEMENT INFORMATION—GUIDELINES FOR LARGE PRINT BROCHURES, provided within this solicitation.
5. Site-Specific Information. The brochure will incorporate the following areas and describe them in detail: Hiram M. Chittenden Locks (including an orientation map), Carl S. English Jr. Botanical Garden (with photos), visitor center and its contents (gift shop, tours, movie, exhibits, information), an introduction to the fish ladder, and site specific contact information.

**b. Interpretive Development.**

1. The Contractor shall be allowed maximum latitude in providing design / production proposals that will accomplish the stated objectives in BROCHURE CONTENT in the most comprehensive, creative and effective manner within the parameters of this contract.
2. Each brochure component area shall be separate in content. Each component area shall be designed and written to be understood by the visitor.
3. The themes of the interpretive brochure shall emphasize the Guiding Principle, Goal, and Objectives as listed under BROCHURE CONTENT. Within each of the major thematic divisions of the brochure, visitor understandability shall be on a free flow basis with visitors able to choose among the several areas or all of the presentations along with the larger theme. While there will be a sequence that visitors could follow within each theme area, the presentations will be such that exact sequential flow is not necessary.
4. The brochure shall not include material that may become outdated.
5. Interpretive information shall utilize basic good design taste, avoiding faddish design, typography, illustration styles or graphics that may appear outdated within a short time.
6. The brochure shall contain accurate information and facts using an interpretive writing style. Information shall be concise, simple and straightforward and not overwhelm the reader with a textbook approach. Casual readers should be able to understand the major concepts without reading all the text or looking at every element. At the same time, topics presented should be covered in enough depth to satisfy the more in-depth reader or encourage readers to visit the exhibits in the visitor center.
7. Photos shall be prepared and presented in professional format, avoiding a home-made or amateur appearance. It is the Contractor's responsibility to furnish all photographs, graphics, drawings, charts, or artwork. All images must accurately reflect the Lake Washington Ship Canal project and must be approved by the Contracting Officer's Technical Representative (COTR) prior to brochure layout. A slide file in the administration building at the Hiram M. Chittenden Locks will be made available to the Contractor following contract award. The Contractor shall contact Dru Butterfield by phone at the locks in Seattle at 206-789-2622, ext. 210, or by e-mail at [dru.e.butterfield@usace.army.mil](mailto:dru.e.butterfield@usace.army.mil), to arrange for viewing slides.

**GOVERNMENT FURNISHED MATERIALS (after award of contract)**

- a. A pre-planning meeting between the Government and the Contractor after award at the Hiram M. Chittenden Locks to clarify objectives and goal, needs, and requirements.

**b. Reviews and approvals** by the Corps of Engineers interpretive team of all materials, text, and layouts to guide the Contractor in producing the final product.

**c. Access** to the grounds and facilities.

**d. Access** to all slides, photographs, Government publications for background information, and pertinent information.

#### **SAFETY**

The work site is located at the Hiram M. Chittenden Locks in Seattle, Washington. Pedestrians, bicycle commuters, commercial and pleasure boaters heavily utilize this facility. The Contractor shall be aware of established safety zones around the work site and not enter without prior approval. The Contractor shall be aware of the Government's smoking policy—smoking is not allowed in any government building or structure; smoking is not permitted within 50 feet of an entryway.

#### **SCHEDULE OF WORK**

The Contractor shall complete all work according to the schedule listed below.

	<u>TIME IN CALENDAR DAYS</u>	<u>DAYS FOR COMPLETING TASK</u>
Notice of Award Received	0	0
Pre-work Conference	14	1
Submit draft text for review by interpretive team	35	21
Interpretive team review completed	49	14
Submit draft review of brochure layout	63	14
Interpretive team review completed	77	14
Final brochure layout with incorporated changes	91	14
Interpretive team review completed	105	14
Final layout proof submitted	112	7
Interpretive team review approval for production	119	7
Deliver three (3) CD-R/W's of final product	126	7
Deliver 30,000 brochures	133	7

#### **SUBMITTAL INSTRUCTIONS TO OFFERORS**

**a. Proposals** shall be submitted to the Hiram M. Chittenden Locks. Each Offeror may submit only one technical proposal/cost proposal.

**b. Submit** an original and one copy of the proposal packet.

**c. Each of the evaluation factor elements** will be scored on the completeness and quality of submissions for each factor element.

**d. The Offeror's name,** address, and phone number shall appear on all documents to be evaluated.

**e. The Offeror's proposal** shall be specified and complete, and should appear to demonstrate a thorough understanding of the requirements.

**f. The Offeror's proposal** must be signed by an official authorized to bind the company, and be accompanied by a statement that the proposal is firm for a period of no less than 90 days from the date of the offer.

#### **METHOD OF PAYMENT**



Partial Payments shall be Authorized on the basis of SubCLINS for services. This payment will constitute full compensation for all necessary work, including all materials, equipment, labor and incidentals.

Invoice Submittal: The Contractor shall submit invoices as follows:

Original and 3 copies to:                   USACE  
FINANCE CENTER CEFC-AO-P  
5720 INTEGRITY DR  
MILLINGTON TN 38054-5005

One copy to:                                   CORPS OF ENGINEERS SEATTLE DISTRICT  
HIRAM M CHITTENDEN LOCKS  
3015 NW 54TH ST  
SEATTLE WA 98107-4299

## SUPPLEMENT INFORMATION GUIDELINES FOR LARGE PRINT BROCHURES

Extracted from the *Smithsonian Guidelines for Accessible Publication Design*, May 2001

**a. Readability:** Clear, concise simple English. Include definitions if using technical or subject-specific language. Present key information in the first one or two sentences. If included, service information should be integrated for all readers—locations of accessible entrances, restrooms, telephones, TTY's, and elevators; locations of alternative formats of printed publications; availability of accessibility accommodations for programs; and the contract telephone and TTY numbers for more information. The International Symbol of Accessibility should be used to designate only those facilities that are fully accessible. If the facilities are not fully accessible, the symbol should be used with a telephone/TTY number for more information on the level of accessibility. Consider including a presentation of perspectives from people with disabilities. Use acceptable terms and phrases for information regarding people with disabilities.

Do not use the following terms/phrases: the handicapped, the disabled, the hearing impaired, deaf-mute, those confined to wheelchairs, wheelchair bound, the crippled, the lame, the retarded, the mentally deficient, schizophrenic (as a generic), the insane, or dyslexic (as a generic).

Instead, use: people with disabilities, people who are deaf or hard of hearing, people who use wheelchairs, people with mobility limitations, people with cognitive disabilities, people with mental illness, people with learning disabilities.

**b. Type Size:** Body text shall be a minimum of 16-point with a minimum of 18-point titles. Photo captions, map labels and map legends / tables shall be a minimum of 12-point.

**c. Typeface:** Slab serif,<sup>1</sup> Sans serif,<sup>2</sup> or Old Style Serif<sup>3</sup> can be used from this list of typefaces: Arial, Arial Black, Bookman Old Style, Clarendon, Folio, Formata, Franklin Gothic, Future, Gill Sans, Helvetica, Korinna, Memphis, Myriad, New Century Schoolbook, NewsGoth, Optima, Palatino, Syntax, Universe. See attached Word document for typeface examples. No more than two styles should be used in a document.

**d. Type Format:** Consistent upper and lowercase letters. No large and small uppercase letters, no decorative initial capitals in paragraphs. Limit extended and condensed typefaces to headlines, with headline information repeated in the text. Use italics only for foreign words and publication citations. If italics are used, choose oblique version of a sans serif. Color, quotation marks, and another typeface should be used for quotations, captions, and exhibit titles. Bold is okay providing it doesn't run letters together. No underlining. No word shapes (eg., a word that fits into the shape of a star). If word shapes are used, the equivalent text should be provided in the body.

**e. Leading (space between lines):** at least 25% greater than the height of the typeface chosen. In MS-Word software, it's under Format, Paragraph, Line Spacing. Choose Multiple 1.25 to increase line spacing by 20%. Choose Multiple 0.75 to decrease line spacing by 25%. A setting of 2 equals double line spacing.

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<sup>1</sup> Slab serif – Also known as Square Serif or Egyptian. Serifs are square and larger, bolder than serifs of previous types. Typeface examples include Square Serif, Clarendon, American Typewriter, Rockwell.

<sup>2</sup> Sans Serif – “Sans” means “without.” Serifs are the extra strokes (projections) found at the end of main vertical and horizontal strokes of some type faces, such as Times New Roman. Sans serif examples include arial, helvetica, universe, verdana.

<sup>3</sup>Old Style Serif - a style of font developed by Renaissance typographers to replace the Blackletter style of type. Fonts are generally characterized by low contrast between thick and thin strokes, bracketed serifs, and a left-leaning axis or stress. There are two groups of Old Style typefaces: Venetian (Renaissance) and Garalde (Baroque). Typeface examples include Bookman Old Style, Korinna.

**f. Layout:** Lots of white space. No more than 60 characters per line; standard is 40-60 per line. Margins are flush left, ragged right. Little or no hyphenation at end of line. A vertical line may be used between columns, even if brochure is folded on the line, to provide a clearer text flow. Brochure folding must be able to be accomplished with one hand, either hand. Use a standard book fold, gate fold (left and right flaps open to reveal inside message), Z-fold (standard accordion fold), French fold (paper folded in half and then in half again), or step fold (pages with slightly increasing widths, like tabs).

**g. Color:** High color contrast between text and background (minimum 70%). Light on dark or dark on light is okay. Solid background. Color blindness is variable. One in 12 men are colorblind. If using red or green in text, try adding a black outline to the letters to increase readability.

**h. Graphics:** High color contrast or use a wide range of gray scale variation. Overlay of text over graphics or other text is not recommended. Illustrations and line drawings should be simple without a lot of detail. Use bold lines. Include people with accessibility issues in photographs with a presentation of their perspectives. Print in 2- or 4-color process instead of "full color" to increase contrast.

**i. Paper Choice:** Paper thickness must not allow the reverse side to show through. Choose smooth matte or dull finish papers suitable for printing text, line art, and photographs.

**j. Printing Quality:** High density ink coverage with clean lines.

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4                      Contract Terms and Conditions--Commercial Items                      OCT 2003

#### CLAUSES INCORPORATED BY FULL TEXT

##### Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

##### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

**XX\_\_\_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).**

\_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

\_\_\_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

**XX\_\_\_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).****XX\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).****XX\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).**

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**XX\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).**

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

**\_XX\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).**

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://www.farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of clause)

#### 252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.



(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)